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and Style Link Logistics, LLC

18 **UNITED STATES DISTRICT COURT**
19 **CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION**

20 TIANHAI LACE CO. LTD., TIANHAI
21 LACE (GUANGDONG) LTD. and
TIANHAI LACE USA INC.,

Case No. 2:22-cv-06106-JLS-MRWx

22 Plaintiffs,

**STIPULATED PROTECTIVE
ORDER**

23 v.

(MRW VERSION 4/19)

24 ZOETOP BUSINESS CO. LIMITED d/b/a
25 SHEIN; SHEIN DISTRIBUTION
26 CORPORATION; FASHION
27 MARKETING AND MERCHANDISING
GROUP, INC.; ROADGET BUSINESS
PTE., LTD.; and STYLE LINK
LOGISTICS, LLC

Check if submitted without material
modifications to MRW form

28 Defendants.

1 1. A. PURPOSES AND LIMITATIONS

2 Discovery in this action is likely to involve production of confidential,
3 proprietary, or private information for which special protection from public disclosure
4 and from use for any purpose other than prosecuting this litigation may be warranted.
5 Accordingly, the parties hereby stipulate to and petition the Court to enter the following
6 Stipulated Protective Order. The parties acknowledge that this Order does not confer
7 blanket protections on all disclosures or responses to discovery and that the protection
8 it affords from public disclosure and use extends only to the limited information or items
9 that are entitled to confidential treatment under the applicable legal principles. The
10 parties further acknowledge, as set forth in Section 12.3, below, that this Stipulated
11 Protective Order does not entitle them to file confidential information under seal; Civil
12 Local Rule 79-5 sets forth the procedures that must be followed and the standards that
13 will be applied when a party seeks permission from the court to file material under seal.

14 B. GOOD CAUSE STATEMENT

15 This action is likely to involve trade secrets and other valuable research,
16 development, commercial, financial, technical and/or proprietary information for which
17 special protection from public disclosure and from use for any purpose other than
18 prosecution of this action is warranted. Such confidential and proprietary materials and
19 information consist of, among other things, confidential business or financial
20 information, information regarding confidential business practices, or other confidential
21 research, development, or commercial information (including information implicating
22 privacy rights of third parties), information otherwise generally unavailable to the
23 public, or which may be privileged or otherwise protected from disclosure under state
24 or federal statutes, court rules, case decisions, or common law. Accordingly, to expedite
25 the flow of information, to facilitate the prompt resolution of disputes over
26 confidentiality of discovery materials, to adequately protect information the parties are
27 entitled to keep confidential, to ensure that the parties are permitted reasonable
28 necessary uses of such material in preparation for and in the conduct of trial, to address

1 their handling at the end of the litigation, and serve the ends of justice, a protective order
 2 for such information is justified in this matter. It is the intent of the parties that
 3 information will not be designated as confidential for tactical reasons and that nothing
 4 be so designated without a good faith belief that it has been maintained in a confidential,
 5 non-public manner, and there is good cause why it should not be part of the public
 6 record of this case.

7 In addition, good cause exists for a two-tiered protective order. Discovery on the
 8 Parties' claims and defenses will involve the exchange of voluminous business records,
 9 including information of such a private and proprietary nature that disclosure to a Party
 10 would reasonably be expected to cause irreparable harm or materially impair the
 11 legitimate competitive interests of the Disclosing Party. This information includes, but
 12 is not limited to, sales information, the costs of the goods at issue, and the Parties'
 13 internal design procedures. Therefore, this Stipulated Proposed Order delineates
 14 between "Confidential" and "Highly Confidential – Attorneys' Eyes Only" information,
 15 and identifies, with specificity, those individuals who may view such information.

16 2. DEFINITIONS

17 2.1 Action: the matter entitled *Tianhai Lace Co., Ltd. et al. v. Zoetop Business*
 18 *Co., Ltd., et al.*, U.S. District Court Case No. 2:22-cv-06106-JLS-MRWx.

19 2.2 Challenging Party: a Party or Non-Party that challenges the designation
 20 of information or items under this Order.

21 2.3 "CONFIDENTIAL" Information or Items: information (regardless of how
 22 it is generated, stored or maintained) or tangible things that qualify for protection under
Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause
 24 Statement.

25 2.4 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY"
 26 Information or Items: information (regardless of how it is generated, stored or
 27 maintained) or tangible things that are of such a private, sensitive, competitive or
 28 proprietary nature that disclosure to a Party would reasonably be expected to cause

1 irreparable harm or materially impair the legitimate competitive interests of the
2 Producing Party, including without limitation information that constitutes a protectable
3 trade secret, as that term is defined in the Defend Trade Secrets Act, 18 U.S.C. §
4 1839(3).

5 2.5 Counsel: Outside Counsel of Record and House Counsel (as well as their
6 support staff).

7 2.6 Designating Party: a Party or Non-Party that designates information or
8 items that it produces in disclosures or in responses to discovery as “CONFIDENTIAL”
9 or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

10 2.7 Disclosure or Discovery Material: all items or information, regardless of
11 the medium or manner in which it is generated, stored, or maintained (including, among
12 other things, testimony, transcripts, and tangible things), that are produced or generated
13 in disclosures or responses to discovery in this matter.

14 2.8 Expert: a person with specialized knowledge or experience in a matter
15 pertinent to the litigation who has been retained by a Party or its counsel to serve as an
16 expert witness or as a consultant in this Action.

17 2.9 House Counsel: attorneys who are employees of a party to this Action.
18 House Counsel does not include Outside Counsel of Record or any other outside
19 counsel.

20 2.10 Non-Party: any natural person, partnership, corporation, association, or
21 other legal entity not named as a Party to this action.

22 2.11 Outside Counsel of Record: attorneys who are not employees of a party to
23 this Action but are retained to represent or advise a party to this Action and have
24 appeared in this Action on behalf of that party or are affiliated with a law firm which
25 has appeared on behalf of that party, and includes support staff.

26 2.12 Party: any party to this Action, including all of its officers, directors,
27 employees, consultants, retained experts, and Outside Counsel of Record (and their
28 support staffs).

1 2.13 Producing Party: a Party or Non-Party that produces Disclosure or
2 Discovery Material in this Action.

3 2.14 Professional Vendors: persons or entities that provide litigation support
4 services (e.g., photocopying, videotaping, translating, preparing exhibits or
5 demonstrations, and organizing, storing, or retrieving data in any form or medium) and
6 their employees and subcontractors.

7 2.15 Protected Material: any Disclosure or Discovery Material that is
8 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’
9 EYES ONLY.”

10 2.16 Receiving Party: a Party that receives Disclosure or Discovery Material
11 from a Producing Party.

12 3. SCOPE

13 The protections conferred by this Stipulation and Order cover not only Protected
14 Material (as defined above), but also (1) any information copied or extracted from
15 Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected
16 Material; and (3) any testimony, conversations, or presentations by Parties or their
17 Counsel that might reveal Protected Material.

18 Any use of Protected Material at trial shall be governed by the orders of the trial
19 judge. This Order does not govern the use of Protected Material at trial.

20 4. DURATION

21 Even after final disposition of this litigation, the confidentiality obligations
22 imposed by this Order shall remain in effect until a Designating Party agrees otherwise
23 in writing or a court order otherwise directs. Final disposition shall be deemed to be
24 the later of (1) dismissal of all claims and defenses in this Action, with or without
25 prejudice; and (2) final judgment herein after the completion and exhaustion of all
26 appeals, rehearings, remands, trials, or reviews of this Action, including the time limits
27 for filing any motions or applications for extension of time pursuant to applicable law.

1 5. DESIGNATING PROTECTED MATERIAL

2 5.1 Exercise of Restraint and Care in Designating Material for Protection.
 3 Each Party or Non-Party that designates information or items for protection under this
 4 Order must take care to limit any such designation to specific material that qualifies
 5 under the appropriate standards. The Designating Party must designate for protection
 6 only those parts of material, documents, items, or oral or written communications that
 7 qualify so that other portions of the material, documents, items, or communications for
 8 which protection is not warranted are not swept unjustifiably within the ambit of this
 9 Order.

10 Mass, indiscriminate, or routinized designations are prohibited. Designations
 11 that are shown to be clearly unjustified or that have been made for an improper purpose
 12 (e.g., to unnecessarily encumber the case development process or to impose
 13 unnecessary expenses and burdens on other parties) may expose the Designating Party
 14 to sanctions.

15 If it comes to a Designating Party's attention that information or items that it
 16 designated for protection do not qualify for protection, that Designating Party must
 17 promptly notify all other Parties that it is withdrawing the inapplicable designation.

18 5.2 Manner and Timing of Designations. Except as otherwise provided in this
 19 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated
 20 or ordered, Disclosure or Discovery Material that qualifies for protection under this
 21 Order must be clearly so designated before the material is disclosed or produced.

22 Designation in conformity with this Order requires:

23 (a) for information in documentary form (e.g., paper or electronic
 24 documents, but excluding transcripts of depositions or other pretrial or trial
 25 proceedings), that the Producing Party affix at a minimum, the legend
 26 “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”) or “HIGHLY
 27 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” (hereinafter “ATTORNEYS’
 28 EYES ONLY legend”), to each page that contains protected material. If only a portion

1 or portions of the material on a page qualifies for protection, the Producing Party also
2 must clearly identify the protected portion(s) (e.g., by making appropriate markings in
3 the margins).

4 A Party or Non-Party that makes original documents available for inspection
5 need not designate them for protection until after the inspecting Party has indicated
6 which documents it would like copied and produced. During the inspection and before
7 the designation, all of the material made available for inspection shall be deemed
8 “CONFIDENTIAL.” After the inspecting Party has identified the documents it wants
9 copied and produced, the Producing Party must determine which documents, or portions
10 thereof, qualify for protection under this Order. Then, before producing the specified
11 documents, the Producing Party must affix the “CONFIDENTIAL legend” or
12 “ATTORNEYS’ EYES ONLY legend” to each page that contains Protected Material.
13 If only a portion or portions of the material on a page qualifies for protection, the
14 Producing Party also must clearly identify the protected portion(s) (e.g., by making
15 appropriate markings in the margins).

16 (b) for testimony given in depositions, that the Designating Party
17 identify the Disclosure, Discovery Material, and all protected testimony on the record,
18 before the close of the deposition.

19 (c) for information produced in some form other than documentary and
20 for any other tangible items, that the Producing Party affix in a prominent place on the
21 exterior of the container or containers in which the information is stored the legend
22 “CONFIDENTIAL” or “ATTORNEYS’ EYES ONLY.” If only a portion or portions
23 of the information warrants protection, the Producing Party, to the extent practicable,
24 shall identify the protected portion(s).

25 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
26 failure to designate qualified information or items does not, standing alone, waive the
27 Designating Party’s right to secure protection under this Order for such material. Upon
28

1 timely correction of a designation, the Receiving Party must make reasonable efforts to
2 assure that the material is treated in accordance with the provisions of this Order.

3 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

4 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
5 designation of confidentiality at any time that is consistent with the Court's Scheduling
6 Order.

7 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
8 resolution process (and, if necessary, file a discovery motion) under Local Rule 37.1 et
9 seq.

10 6.3 The burden of persuasion in any such challenge proceeding shall be on the
11 Designating Party. Frivolous challenges, and those made for an improper purpose (e.g.,
12 to harass or impose unnecessary expenses and burdens on other parties) may expose the
13 Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn
14 the confidentiality designation, all parties shall continue to afford the material in
15 question the level of protection to which it is entitled under the Producing Party's
16 designation until the Court rules on the challenge.

17 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

18 7.1 Basic Principles. A Receiving Party may use Protected Material that is
19 disclosed or produced by another Party or by a Non-Party in connection with this Action
20 only for prosecuting, defending, or attempting to settle this Action. Such Protected
21 Material may be disclosed only to the categories of persons and under the conditions
22 described in this Order. When the Action has been terminated, a Receiving Party must
23 comply with the provisions of section 13 below (FINAL DISPOSITION).

24 Protected Material must be stored and maintained by a Receiving Party at a
25 location and in a secure manner that ensures that access is limited to the persons
26 authorized under this Order.

1 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise
 2 ordered by the court or permitted in writing by the Designating Party, a Receiving Party
 3 may disclose any information or item designated “CONFIDENTIAL” only to:

4 (a) the Receiving Party’s Outside Counsel of Record in this Action, as
 5 well as employees of said Outside Counsel of Record to whom it is reasonably
 6 necessary to disclose the information for this Action;

7 (b) the officers, directors, and employees (including House Counsel) of
 8 the Receiving Party to whom disclosure is reasonably necessary for this Action;

9 (c) Experts (as defined in this Order) of the Receiving Party to whom
 10 disclosure is reasonably necessary for this Action and who have signed the
 11 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

12 (d) the court and its personnel;

13 (e) court reporters and their staff;

14 (f) professional jury or trial consultants, mock jurors, and Professional
 15 Vendors to whom disclosure is reasonably necessary for this Action and who have
 16 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

17 (g) the author or recipient of a document containing the information or
 18 a custodian or other person who otherwise possessed or knew the information;

19 (h) during their depositions, witnesses, and attorneys for witnesses, in
 20 the Action to whom disclosure is reasonably necessary provided: (1) the deposing party
 21 requests that the witness sign the form attached as Exhibit A hereto; and (2) they will
 22 not be permitted to keep any confidential information. Pages of transcribed deposition
 23 testimony or exhibits to depositions that reveal Protected Material may be separately
 24 bound by the court reporter and may not be disclosed to anyone except as permitted
 25 under this Stipulated Protective Order; and

26 (i) any mediator or settlement officer, and their supporting personnel,
 27 mutually agreed upon by any of the parties engaged in settlement discussions.

1 7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
2 ONLY” Information or Items. Unless otherwise ordered by the court or permitted in
3 writing by the Designating Party, a Receiving Party may disclose any information or
4 item designated “HIGHLY CONFIDENTIAL– ATTORNEYS’ EYES” only to:

5 (a) The persons identified in Section 7.2(a) and (c)-(i); and
6 (b) In House Counsel of the Receiving Party to whom disclosure is
7 reasonably necessary for this Action.

8 PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED
9 IN OTHER LITIGATION

10 If a Party is served with a subpoena or a court order issued in other litigation that
11 compels disclosure of any information or items designated in this Action as
12 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
13 ONLY,” that Party must:

14 (a) promptly notify in writing the Designating Party. Such notification
15 shall include a copy of the subpoena or court order;

16 (b) promptly notify in writing the party who caused the subpoena or
17 order to issue in the other litigation that some or all of the material covered by the
18 subpoena or order is subject to this Protective Order. Such notification shall include a
19 copy of this Stipulated Protective Order; and

20 (c) cooperate with respect to all reasonable procedures sought to be
21 pursued by the Designating Party whose Protected Material may be affected.

22 If the Designating Party timely seeks a protective order, the Party served with the
23 subpoena or court order shall not produce any information designated in this action as
24 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
25 before a determination by the court from which the subpoena or order issued, unless the
26 Party has obtained the Designating Party’s permission. The Designating Party shall
27 bear the burden and expense of seeking protection in that court of its confidential
28 material and nothing in these provisions should be construed as authorizing or

1 encouraging a Receiving Party in this Action to disobey a lawful directive from another
2 court.

3 **9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE PRODUCED**
4 **IN THIS LITIGATION**

5 (a) The terms of this Order are applicable to information produced by a
6 Non-Party in this Action and designated as "CONFIDENTIAL" or "HIGHLY
7 CONFIDENTIAL – ATTORNEYS' EYES ONLY." Such information produced by
8 Non-Parties in connection with this litigation is protected by the remedies and relief
9 provided by this Order. Nothing in these provisions should be construed as prohibiting
10 a Non-Party from seeking additional protections.

11 (b) In the event that a Party is required, by a valid discovery request, to
12 produce a Non-Party's confidential information in its possession, and the Party is
13 subject to an agreement with the Non-Party not to produce the Non-Party's confidential
14 information, then the Party shall:

15 (1) promptly notify in writing the Requesting Party and the Non-
16 Party that some or all of the information requested is subject to a confidentiality
17 agreement with a Non-Party;

18 (2) promptly provide the Non-Party with a copy of the Stipulated
19 Protective Order in this Action, the relevant discovery request(s), and a reasonably
20 specific description of the information requested; and

21 (3) make the information requested available for inspection by
22 the Non-Party, if requested.

23 (c) If the Non-Party fails to seek a protective order from this court
24 within 14 days of receiving the notice and accompanying information, the Receiving
25 Party may produce the Non-Party's confidential information responsive to the discovery
26 request. If the Non-Party timely seeks a protective order, the Receiving Party shall not
27 produce any information in its possession or control that is subject to the confidentiality
28 agreement with the Non-Party before a determination by the court. Absent a court order

1 to the contrary, the Non-Party shall bear the burden and expense of seeking protection
2 in this court of its Protected Material.

3 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

4 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
5 Protected Material to any person or in any circumstance not authorized under this
6 Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing
7 the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve
8 all unauthorized copies of the Protected Material, (c) inform the person or persons to
9 whom unauthorized disclosures were made of all the terms of this Order, and (d) request
10 such person or persons to execute the “Acknowledgment and Agreement to Be Bound”
11 that is attached hereto as Exhibit A.

12 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
13 PROTECTED MATERIAL

14 When a Producing Party gives notice to Receiving Parties that certain
15 inadvertently produced material is subject to a claim of privilege or other protection,
16 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
17 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure
18 may be established in an e-discovery order that provides for production without prior
19 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the
20 parties reach an agreement on the effect of disclosure of a communication or
21 information covered by the attorney-client privilege or work product protection, the
22 parties may incorporate their agreement in the stipulated protective order submitted to
23 the court.

24 12. MISCELLANEOUS

25 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
26 person to seek its modification by the Court in the future.

27 12.2 Right to Assert Other Objections. By stipulating to the entry of this
28 Protective Order no Party waives any right it otherwise would have to object to

1 disclosing or producing any information or item on any ground not addressed in this
2 Stipulated Protective Order. Similarly, no Party waives any right to object on any
3 ground to use in evidence of any of the material covered by this Protective Order.

4 12.3 Filing Protected Material. A Party that seeks to file under seal any
5 Protected Material must comply with Civil Local Rule 79-5. Protected Material may
6 only be filed under seal pursuant to a court order authorizing the sealing of the specific
7 Protected Material at issue. If a Party's request to file Protected Material under seal is
8 denied by the court, then the Receiving Party may file the information in the public
9 record unless otherwise instructed by the court.

10 13. FINAL DISPOSITION

11 After the final disposition of this Action, as defined in Section 4, within 60 days
12 of a written request by the Designating Party, each Receiving Party must return all
13 Protected Material to the Producing Party or destroy such material. As used in this
14 subdivision, "all Protected Material" includes all copies, abstracts, compilations,
15 summaries, and any other format reproducing or capturing any of the Protected
16 Material. Whether the Protected Material is returned or destroyed, the Receiving Party
17 must submit a written certification to the Producing Party (and, if not the same person
18 or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by
19 category, where appropriate) all the Protected Material that was returned or destroyed
20 and (2) affirms that the Receiving Party has not retained any copies, abstracts,
21 compilations, summaries or any other format reproducing or capturing any of the
22 Protected Material. Notwithstanding this provision, Counsel are entitled to retain an
23 archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts,
24 legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney
25 work product, and consultant and expert work product, even if such materials contain
26 Protected Material. Any such archival copies that contain or constitute Protected
27 Material remain subject to this Protective Order as set forth in Section 4 (DURATION).

28

1 Any willful violation of this Order may be punished by any and all appropriate
2 measures including, without limitation, contempt proceedings and/or monetary
3 sanctions.

4

5 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

6 Dated: March 31, 2023

7

8 FINNEGAN, HENDERSON, FARABOW,
9 GARRETT & DUNNER, LLP

10

11 By: /s/ Brett Heavner

12 B. Brett Heavner (admitted pro hac vice)

13

14

15 Attorneys for Tianhai Lace Co., Ltd., Tianhai
16 Lace (Guangdong) Ltd., and Tianhai Lace
17 USA Inc.

18 KENDALL BRILL & KELLY LLP

19 Alan Jay Weil (63153)

20 Chelsea S. Anderson (316580)

21 Dated: March 31, 2023

22 GREENBERG TRAURIG, LLP

23 By: /s/ Nina D. Boyajian

24 Nina D. Boyajian (SBN 246415)

25 Attorney for Defendants Zoetop Business
26 Co., Ltd.; Shein Distribution Corporation;
27 Fashion Marketing and Merchandising
28 Group, Inc.; Roadget Business Pte., Ltd.; and
Style Link Logistics, LLC

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED this 3rd day of April, 2023.



The Honorable Michael R. Wilner
United States Magistrate Judge

ATTESTATION

I, B. Brett Heavner, am the CM/ECF user whose ID and password are being used to file this STIPULATED PROTECTIVE ORDER. Pursuant to Local Civil Rule 5-4.3.4(a)(2)(i), I hereby attest that Nina D. Boyajian, on whose behalf this filing is jointly submitted, has concurred in this filing.

Dated: March 31, 2023

FINNEGAN, HENDERSON, FARABOW,
GARRETT & DUNNER, LLP

By: /s/ Brett Heavner
B. Brett Heavner

B. Brett Heavner

*Attorneys for Tianhai Lace Co., Ltd.,
Tianhai Lace (Guangdong) Ltd., and
Tianhai Lace USA Inc.*

CERTIFICATE OF SERVICE

I hereby certify that on March 31, 2023 I caused a copy of the foregoing **STIPULATED PROTECTIVE ORDER** and attachments thereto to be served via electronic mail to counsel for all parties and their counsel of record, who are deemed to have consented to electronic service using the Court's CM/ECF system.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct; that I am employed in the office of a member of the bar of this court at whose direction the service was made; and that this declaration was executed on March 31, 2023 at Palo Alto, California.

Dated: March 31, 2023

/s/ Brett Heavner
B. Brett Heavner

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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of _____ [print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on [date] in the case of *Tianhai Lace Co., Ltd. et al. v. Zoetop Business Co., Ltd., et al.*, U.S. District Court Case No. 2:22-cv-06106-JLS-MRWx.

I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order. I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action. I hereby appoint _____ [print or type full name] of _____ [print or type full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date:

City and State where sworn and signed:

Printed Name: _____

Signature: